

GOVERNMENT OF
THE VIRGIN ISLANDS OF THE UNITED STATES

o

DEPARTMENT OF PROPERTY AND PROCUREMENT

o

INVITATION FOR BIDS

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Invitation No. IFB030DOET20 (C)

Date: March 27, 2020

Pursuant to Laws of the Government of the Virgin Islands sealed bids in Quintuplicate (5) copies ((1) original and (4) copies) for the work described herein will be received no later than Thursday, April 30, 2020 at 10:00 a.m. at the Department of Property & Procurement and publicly open thereafter. Bids can be submitted electronically via email at ebids&proposals@dpp.vi.gov. See instructions on how to submit on Memorandum: 002-2020.

Description of Work and Project Number: IFB030DOET20 (C)- Demolition of Buildings A, B, and C of the Charlotte Amalie High School on St. Thomas, Virgin Islands.

Pre-Bid Conference: A Pre-Bid Conference will be held on Thursday, April 16, 2020 at 10:00 o'clock a.m., at the Department of Property and Procurement. A site visit will be conducted immediately following the meeting.

Cost Per Set: \$100.00 NON-REFUNDABLE

Liquidated Damages: \$350.00 / calendar day

Completion time of Work: See Time Schedule under Section I- General Information (A and B)

Information regarding bidding documents

Bidding Documents include the Public Notice, this Invitation to Bid, Non-Collusion Affidavit, Instruction to Bidders, Contractor's Qualification and Financial Statements, the Contract, Bid, Performance and Payment Bonds, Bid documents, General Provisions, Special Provision, Supplemental Specifications, Bid Schedule, Plan and Specifications. All documents may be obtained from the Department of Property and Procurement at the cost stated above or download a free copy at <http://dpp.vi.gov> under project advertisements.

Each bid must be accompanied by a Bid Guarantee as provided for in Form No. P&P-ITB-CC-16-73 (Instruction to Bidders) which is hereby made a part of this Invitation and by this reference incorporated herein as fully and effectively as if set forth in detail.

Bid Guarantee for Preferred Bidders is specified in 31 V.I.C. 236a (Act No. 2995 approved April 16, 1971), if the Preferred Bidders Act applies. If the Preferred Bidders Act does not apply, **failure to provide a Five (5%) percent bond will render the bid unresponsive.** It is the Bidder's responsibility to determine if the Act applies.

The Bid Guarantee for bidders not claiming or having the status of a preferred bidder will be Five (5%) per cent of the bid price. Bid Guarantee will be in the form of a Bond (Corporate or Individual Surety), Money Order, Certified Check or Irrevocable Letter of Credit. The bid bond form provided in the bid document must be properly filled out to accompany checks and money orders.

No Bidder will be allowed to withdraw his bond within a period of thirty (30) calendar days following the date set for the opening thereof.

Preferred Bidder:

Any bidder claiming eligibility as a "preferred bidder" under the provision of the Preferred Bidders Act (31 VIC 236a – Act No. 2995, approved April 16, 1971) must request that his/her name be added to a preferred bidders' list to be maintained by the Commissioner of Property and Procurement.

If a bidder has not previously filed a notarized Certificate with the Commissioner of Property and Procurement, copies thereof may be obtained from the Department of Property and Procurement, Division of Procurement, Building No. 1, Subbase, Third Floor, St. Thomas, Virgin Islands and/or from 3274 Estate Richmond, Christiansted, St. Croix, Virgin Islands.

Certificates must be fully completed, notarized and filed in the Division of Procurement before the day and hour set for bid opening.

Contractor's Statement

Each bidder **must** submit with his/her bid an executed copy of a Contractor's Qualification and Financial Statement which is hereby made a part of this Invitation for Bids and by this reference incorporated herein as fully and effectively as if set forth in detail.

Virgin Islands Business License

Each bidder **must** submit with his/her bid a valid Virgin Islands Business License listing General Construction Co. or Construction Contractor as the Types of License (s).

Additional requirements are included in the Department of Education Invitation for Bids document. (Attached herein).

BONDS:

A Bid Bond, Performance Bond and Payment each are required as follows:

| | |
|-------------------|----------------------|
| Bid Bond: | 5% of the Contract |
| Performance Bond: | 100% of the Contract |
| Payment Bond: | 100% of the Contract |



THE VIRGIN ISLANDS DEPARTMENT OF
EDUCATION

Invitation for Bid

**Demolition of Buildings "A", "B", and "C"
Charlotte Amalie High School
in St. Thomas/ St. John School District**

I. GENERAL INFORMATION

A. Introduction

The purpose of this Invitation for Bid (IFB) is to solicit bids from contractors qualified and experienced in the demolition of multi-story concrete buildings, the general scope of which is primarily the safe demolition, removal, and legal disposal of concrete roofs, slabs, stairs and foundations, CMU walls, windows, doors, finishes, fixtures; and identification, testing, and abatement of all asbestos containing material that may be identified during the course of the work; as well as to provide designs required to obtain all required permits necessary to communicate the work for demolition.

The **Charlotte Amalie High School Site** located at on the island of St. Thomas, sustained damage during Hurricane(s) Irma and Maria that was extensive enough to compound pre-existing structural damage for Building “B” to be shuttered in the aftermath of both storms. Subsequently, Building “A” was shuttered in August 2019 and Building “C” is scheduled to be shuttered in June 2020.

In general, the scope of work will include, but not be limited to, the limited and complete demolition, removal, and disposal of concrete slabs, metal pipe columns, CMU walls, vinyl composition tile (VCT), windows, doors, HVAC units and components, gutters and downspout. The work scope of work will also include testing of any materials that the contractor suspects may contain asbestos and safely and legally preparing abatement plans and abating the material. The specific quantified scopes of work are outlined in the following Attachments:

Attachment A: Itemized Bid Sheet

Attachment B: General Notes

Attachment C: Site Map and Plans

The successful contractor will be required to provide all labor, supervision, tools, equipment, and materials to execute the work.

The work to these facilities will be required to be 100% complete by the firm deadline of **December 15, 2020**, except for items specifically noted in Attachment A – Itemized Bid Sheet to be completed **earlier**, by the firm deadline of **September 30, 2020**. **The contractor shall obtain a certificate of being asbestos free by the firm deadline of December 15, 2020 and complete all work necessary for VIDE to enter the cleared land and use it for any lawful purpose, including storage, erection of modular structures or construction as VIDE sees fit.**

B. Overall Project Objectives

The Government of the Virgin Islands via the Virgin Islands Department of Education has established the following project objectives to guide the implementation of this Project from a facility capital perspective:

1. Not harm the condition of the parts of the campus that lie outside the perimeter of the demolition area and perform work in a manner that does not impede the maintenance of the campus in a clean and healthy condition to allow the proper continuation of learning in these facilities; and,
2. Perform all the work and obtain the certificate of removal of asbestos by September 30, 2020, to allow VIDE to make ready the facilities for swing space, recreation or construction students the following week.

3. Complete all items specifically noted in Attachment A – Itemized Bid Sheet to be completed by December 15, 2020, to make ready the facilities for groundbreaking ceremonies for future construction.

The Government of the Virgin Islands emphasizes that the requirement for December 15, 2020, occupancy is the critical objective.

C. Contract Type

The contract awarded under this IFB will be a GVI Construction Contract. No payments in advance or in anticipation of services or supplies to be provided under the contract will be made by the Government other than 10% of the contract award amount for Mobilization.

D. FEDERAL FUNDING/DEBARMENT CERTIFICATION

The selected contractor certifies that it is eligible to receive contract awards using federally appropriated funds and that it has not been suspended or debarred from entering into contracts with any federal agency. The Contractor shall include this provision in each of its subcontracts hereunder and shall furnish its subcontractors with the current “LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT OR NON PROCUREMENT”.

II. PROPOSAL DETAILS

The below estimated timeline for the bidding process is subject to change at the sole discretion of the Government of the Virgin Islands’ Department of Property & Procurement.

Proposal Format and Content:

In addition to the information required by other components of this IFB package, each bid package must contain the following information which will form the basis of the evaluation for each Proponent:

Part I: Firm General Qualifications (Include information on the prime contractor and the design firm.)

- 1) Company Name, Address, Phone
- 2) Names of Principals and Key Executives and Experience and Tenure of Each
- 3) History
- 4) Revenues
- 5) Number and Types of Employees
- 6) List of Completed Projects with Details on Type, Cost, and Completion Date
- 7) List of Active Projects with Same Details
- 8) Listing of Plant and Equipment
- 9) Project References – Three notarized references with details

Part II: Cost Proposal:

An Itemized Bid Sheet has been provided as part of this overall IFB package.

III. CONTRACTUAL REQUIREMENTS

All bid proposals and subsequent contract and supporting documents (if selected) must reflect the legal name of entity. Supporting documents that must be submitted prior to contract execution and within the time established by the Government shall include, but not be limited to, the following:

- (1) Certificate of Resolution, as to the authorized negotiator and signer of a contract.
- (2) Current Virgin Islands Business License (General Construction) issued to the legal name of record of the entity by the Government of the Virgin Islands, Department of Licensing and Consumer Affairs; and if applicable, copy of current business license issued by state, city or county in which the foreign corporation is operating.
- (3) One (1) current original Certificate(s) of Good Standing/Existence, in legal name of the Contractor by the Virgin Islands Office of the Lt. Governor, Division of Corporations and Trademarks; and if company is not locally formed, an original Certificate of Good Standing, Certificate of Existence, or Certificate of Status from the state of registration.
- (4) Certificate of Issuance or Renewal of Trade Name issued by the Virgin Islands Office of the Lt. Governor, Division of Corporations and Trademarks, if applicable.
- (5) Articles of Incorporation or Organization, as applicable; or documents governing operation.
- (6) Certificate of Liability Insurance indicating proof of coverage of Professional Liability Insurance and General Liability/Public Liability Insurance - each of no less than [One Million Dollars and Zero Cents (\$1,000,000.00)] for any one occurrence. The Contractor must provide a Certificate of Liability Insurance and Declaration/Endorsement pages that indicating that the Government of the Virgin Islands, Department of Education, is as "certificate holder" and an "additional insured" on the General Liability/Public Liability Insurance. The Professional Liability Insurance must cover the services to be provided under the contract.
- (7) Certificate of Government Insurance/Copy of Certificate providing firm/agents are covered by Workers' Compensation Employee's Liability.
- (8) In compliance to Title 31 of the Virgin Islands Code, a Bid Bond based on 5% of the Bid Amount shall apply and be provided with Bid Proposal. A 100% Performance & Payment Bond shall be required for execution of the Contract.

Notes:

- 1) Please note the above-referenced documents are subject to modification at the Government's discretion.
- 2) Any silence, absence, or omission from the contract specifications concerning any point shall be regarded as meaning that only the best commercial practices are to prevail.
- 3) All contractual documents including insurance certificates/policies must be kept updated and maintained throughout the term of the contract

IV. ATTACHMENTS

Attachment A: Itemized Bid Sheet

Attachment B: General Notes

Attachment C: Site Map and Plans

Attachment D: Disclosure Form

Attachment E: Historically Underutilized Business / Minority/Women-Owned/Disadvantaged Business Goals Form

Attachment F: Federal Riders



**GOVERNMENT OF THE VIRGIN ISLANDS
DEPARTMENT OF EDUCATION**

Attachment A: Itemized Bid Sheet

**Demolition of Buildings "A", "B", and "C"
Charlotte Amalie High School
in St. Thomas/ St. John School District**

The work to these facilities will be required to be 100% complete by the firm deadline of December 15, 2020, except for items specifically noted in Attachment A – Itemized Bid Sheet to be completed by the firm deadline of September 30, 2020.

BASE BID ITEMS

| No. | Description | Specifics | Qty. | Units | Unit Price | Total Price |
|-----|--|--|---------|-------|------------|-------------|
| 1 | MOBILIZATION | 10% of the Base Bid | | | | |
| | PROFESSIONAL SERVICES | | | | | |
| 2 | Architectural and Engineering Services | Application for Demolition Permits | 1 | LS | | |
| | DEMOLITION - BUILDING A (8 AND 12) | | | | | |
| | Building demolition. | Concrete, excludes foundation demo and dump fees | 535,800 | CF | | |
| 3 | Building demolition, floors, concrete slab on grade, reinforced. | Excludes disposal costs and dump fees | 44,650 | SF | | |
| 4 | Building footings and foundations demolition. | Excludes disposal costs and dump fees | 1,214 | LF | | |
| 5 | Selective demolition, rubbish handling, dumpster, haul to local landfill. | | 150 | Dump | | |
| 6 | Bulk asbestos containing floor material removal, transport to mainland USA, and processing at approved facility. <i>(To be completed by September 30, 2020.)</i> | | 44,650 | SF | | |
| | DEMOLITION - BUILDING B (9 AND 11) | | | | | |
| 7 | Building demolition. | Concrete, excludes foundation demo and dump fees | 328,680 | CF | | |
| 8 | Building demolition, floors, concrete slab on grade, reinforced. | Excludes disposal costs and dump fees | 27,340 | SF | | |

| No. | Description | Specifics | Qty. | Units | Unit Price | Total Price | | | | | |
|---|--|--|---------|-------|------------|-------------|--|--|--|--|--|
| 9 | Building footings and foundations demolition. | Excludes disposal costs and dump fees | 794 | LF | | | | | | | |
| 10 | Selective demolition, rubbish handling, dumpster, haul to local landfill. | | 80 | Dump | | | | | | | |
| 11 | Bulk asbestos containing floor material removal, transport to mainland USA, and processing at approved facility. <i>(To be completed by September 30, 2020.)</i> | | 27,340 | SF | | | | | | | |
| | DEMOLITION - BUILDING C (10) | | | | | | | | | | |
| 13 | Building demolition. | Concrete, excludes foundation demo and dump fees | 328,680 | CF | | | | | | | |
| 14 | Building demolition, floors, concrete slab on grade, reinforced. | Excludes disposal costs and dump fees | 27,340 | SF | | | | | | | |
| 15 | Building footings and foundations demolition. | Excludes disposal costs and dump fees | 794 | LF | | | | | | | |
| 16 | Selective demolition, rubbish handling, dumpster, haul to local landfill. | | 80 | Dump | | | | | | | |
| 17 | Bulk asbestos containing floor material removal, transport to mainland USA, and processing at approved facility. <i>(To be completed by September 30, 2020)</i> | | 27,340 | SF | | | | | | | |
| | LUMP SUM COST of Construction for completing entire project WITHOUT ALTERNATES: | | | | | | | | | | |
| The undersigned Construction Contractor examined the site conditions thoroughly and is able and willing to perform the above described work. | | | | | | | | | | | |
| <p>Certified Correct:</p> <div style="display: flex; justify-content: space-between;"> <div> <p>_____</p> <p>(Licensed Contractor's Signature)</p> </div> <div> <p>_____</p> <p>(Date)</p> </div> </div> <div> <p>_____</p> <p>(Company)</p> </div> | | | | | | | | | | | |

ADD/DEDUCT ALTERNATE ITEM

| No. | Description | Specifics | Qty. | Units | Unit Price | Total Price |
|-----|---|-----------|-------|-------|------------|-------------|
| | ALTERNATE 1: SHIPPING TO U.S. MAINLAND AND SAFE DISPOSAL | | | | | |
| 1 | Shipping and safe, legal disposal to the U.S. Mainland, including dump charges and tipping fees for Building A. | | 6,000 | CY | | |
| 2 | Shipping and safe, legal disposal to the U.S. Mainland, including dump charges and tipping fees for Building B. | | 3,200 | CY | | |
| 3 | Shipping and safe, legal disposal to the U.S. Mainland, including dump charges and tipping fees for Building C. | | 3,200 | CY | | |
| | LUMP SUM COST of Construction for completing ALTERNATE 1: | | | | | |

The undersigned Construction Contractor examined the site conditions thoroughly and is able and willing to perform the above described work.

Certified Correct:

(Licensed Contractor's Signature)

(Date)

(Company)

(Address)

NOTES

1. CONTRACTOR SHALL ADHERE TO ALL DEPARTMENT AND PROCUREMENT'S STANDARD BID FORM REQUIREMENTS ESTABLISHED FOR THE VIRGIN ISLANDS GOVERNMENT'S STANDARD GENERAL CONSTRUCTION CONTRACTS.
2. CONTRACTOR'S BID SHALL BE DISQUALIFIED IF ITEMIZED BID SHEET IS NOT FULLY COMPLETED WITH BOTH UNIT PRICE AND TOTAL PRICE.
3. THE QUANTITIES NOTED ABOVE ARE NOT NECESSARILY EXACT, AND THE ITEMS NOTED DO NOT NECESSARILY MAKE UP ALL THE WORK REQUIRED, OR NOTED IN THE SPECIFICATIONS AND DRAWINGS, FOR THE COMPLETE CONSTRUCTION AND PROPER OPERATION OF THE PROJECT. THE ITEMS NOTED, WILL BE USED IN ESTABLISHING IF THE COST, WHICH ARE BEING SUBMITTED BY THE BIDDER, ARE WITHIN THE CURRENT ACCEPTABLE PRICES BEING USED IN THE U.S. VIRGIN ISLANDS CONSTRUCTION MARKET. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING A TOTAL LUMP SUM COST FOR THE COMPLETE CONSTRUCTION OF THE PROJECT.
4. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ESTABLISH EXACT QUANTITIES BASED ON DOCUMENTS ISSUED AND SITE VISITS CARRIED OUT, FOR A TOTAL LUMP SUM COST TO CONSTRUCT THE PROJECT.
5. ADD ALTERNATES SHALL NOT BE INCLUDED IN THE TOTAL LUMP SUM COST OF CONSTRUCTION. THE ADD ALTERNATE ITEMS ARE FOR UTILIZATION IN THE EVENT THAT ADDITIONAL WORK OR ADJUSTMENT OF THE CONTRACTED WORK IS REQUIRED, DURING THE CONSTRUCTION OF THE PROJECT.
6. ALL PRICES BEING SUBMITTED FOR WORK TO BE DONE SHALL INCLUDE THE CONTRACTOR'S OVERHEAD TAXES AND PROFIT ALONG WITH ALL COSTS FOR MATERIALS, EQUIPMENT AND MANPOWER NECESSARY TO FACILITATE PROPER, SAFE, AND TIMELY COMPLETION OF THE PROJECT.
7. UNIT PRICES SUBMITTED ON THE ITEMIZED BID SHEET SHALL BE UTILIZED FOR ANY CREDITS OR DEBITS TO THE PROJECT; WHICH, IF NECESSARY, SHALL BE ADDRESSED AS A CHANGE ORDER TO THE PROJECT.

| | | |
|--|---|--------------------|
| BID BOND <i>(See instruction on reverse)</i> | DATE BOND EXECUTED <i>(Must not be later than bid opening date)</i> | OMB NO.: 9000-0045 |
|--|---|--------------------|

Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.

| | |
|--|--|
| PRINCIPAL <i>(Legal name and business address)</i> | TYPE OF ORGANIZATION <i>("X" one)</i> <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION STATE OF INCORPORATION |
|--|--|

SURETY(IES) *(Name and business address)*

| PENAL SUM OF BOND | | | | BID IDENTIFICATION | |
|----------------------|----------------------|-------------|------------|--------------------|--|
| PERCENT OF BID PRICE | AMOUNT NOT TO EXCEED | | | | BID DATE |
| | MILLION(S) | THOUSAND(S) | HUNDRED(S) | CENTS | INVITATION NO. |
| | | | | | FOR <i>(Construction, Supplies, or Services)</i> |

OBLIGATION:

We, the Principal and Surety(ies) are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The Principal has submitted the bid identified above.

THEREFORE:

The above obligation is void if the Principal - (a) upon acceptance by the Government of the bid identified above, within the period specified therein for acceptance (sixty (60) days if no period is specified), executes the further contractual documents and gives the bond(s) required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms by the principal; or (b) in the event of failure to execute such further contractual documents and give such bonds, pays the Government for any cost of procuring the work which exceeds the amount of the bid.

Each Surety executing this instrument agrees that its obligation is not impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the Government. Notice to the surety(ies) of extension(s) are waived. However, waiver of the notice applies only to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.

WITNESS:

The Principal and Surety(ies) executed this bid bond and affixed their seals on the above date.

| PRINCIPAL | | | | | | |
|--------------------------------------|--------------------------------------|---------------|---------------|----------------|----------------------|----------------|
| SIGNATURE(S) | 1. _____ | 2. _____ | 3. _____ | Corporate Seal | | |
| | <i>(Seal)</i> | <i>(Seal)</i> | <i>(Seal)</i> | | | |
| NAME(S) & TITLE(S) <i>(Typed)</i> | 1. _____ | 2. _____ | 3. _____ | | | |
| INDIVIDUAL SURETY(IES) | | | | | | |
| SIGNATURE(S) | 1. _____ | 2. _____ | | | | |
| | <i>(Seal)</i> | <i>(Seal)</i> | | | | |
| NAME(S) <i>(Typed)</i> | 1. _____ | 2. _____ | | | | |
| CORPORATE SURETY(IES) | | | | | | |
| SURETY A | NAME & ADDRESS | | | STATE OF INC. | LIABILITY LIMIT (\$) | Corporate Seal |
| | SIGNATURE(S) | 1. _____ | | 2. _____ | | |
| | NAME(S) & TITLE(S) <i>(Typed)</i> | 1. _____ | | 2. _____ | | |

| | | | | | |
|----------|-------------------------------|----|---------------|----------------------|----------------|
| SURETY B | NAME & ADDRESS | | STATE OF INC. | LIABILITY LIMIT (\$) | Corporate Seal |
| | SIGNATURE(S) | 1. | 2. | | |
| | NAME(S) & TITLE(S) (Typed) | 1. | 2. | | |
| SURETY C | NAME & ADDRESS | | STATE OF INC. | LIABILITY LIMIT (\$) | Corporate Seal |
| | SIGNATURE(S) | 1. | 2. | | |
| | NAME(S) & TITLE(S) (Typed) | 1. | 2. | | |
| SURETY D | NAME & ADDRESS | | STATE OF INC. | LIABILITY LIMIT (\$) | Corporate Seal |
| | SIGNATURE(S) | 1. | 2. | | |
| | NAME(S) & TITLE(S) (Typed) | 1. | 2. | | |
| SURETY E | NAME & ADDRESS | | STATE OF INC. | LIABILITY LIMIT (\$) | Corporate Seal |
| | SIGNATURE(S) | 1. | 2. | | |
| | NAME(S) & TITLE(S) (Typed) | 1. | 2. | | |
| SURETY F | NAME & ADDRESS | | STATE OF INC. | LIABILITY LIMIT (\$) | Corporate Seal |
| | SIGNATURE(S) | 1. | 2. | | |
| | NAME(S) & TITLE(S) (Typed) | 1. | 2. | | |
| SURETY G | NAME & ADDRESS | | STATE OF INC. | LIABILITY LIMIT (\$) | Corporate Seal |
| | SIGNATURE(S) | 1. | 2. | | |
| | NAME(S) & TITLE(S) (Typed) | 1. | 2. | | |

INSTRUCTIONS

1. This form is authorized for use when a bid guaranty is required. Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. The bond may express penal sum as a percentage of the bid price. In these cases, the bond may state a maximum dollar limitation (e.g., (e.g., 20% of the bid price but the amount not to exceed _____ dollars).
4. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, a completed Affidavit of Individual surety (Standard Form 28), for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.
5. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
6. Type the name and title of each person signing this bond in the space provided.
7. In its application to negotiated contracts, the terms "bid" and "bidder" shall include "proposal" and "offeror."

AFFIDAVIT OF INDIVIDUAL SURETY

(See Instructions on Page 2)

STATE OF _____

COUNTY OF _____

SS: _____

I, the person whose signature appears below as surety, being duly sworn, depose and say that I am one of the sureties to the attached bond; that I am a citizen of the United States (a Resident Alien who has declared his intention to become a Citizen of the United States,) and of full age and legally competent; that I am not a partner in the business of the principal on the bond or bonds on which I appear or may appear as surety; that the information herein below furnished is true and correct. This affidavit is made to induce the Government of the Virgin Islands to accept me as surety on the attached bond.

MY NAME (first, middle, last)

MY ADDRESS (street and number, city and State)

TYPE AND DURATION OF MY OCCUPATION

NAME OF MY EMPLOYER

MY BUSINESS ADDRESS (Street and number, city and State)

Amount I am worth in Real Estate and Personal Property over and above (1) All my debts and liabilities owing and incurred. (2) Any property exempt from execution (3) Any pecuniary interests I have in the business of the principal on said bond. And (4) Any interest I have in any so-called community property.

LOCATION AND DESCRIPTION OF REAL ESTATE OF WHICH I AM SOLE OWNER IN FEE SIMPLE (not exempt from seizure and sale under any homestead law, community or marriage law, or upon attachment, execution, or judicial process)

FAIR VALUE OF SUCH REAL ESTATE

ASSESSED VALUE OF SUCH REAL ESTATE FOR TAXATION PURPOSES

ALL MORTGAGES OR OTHER ENCUMBRANCES AGAINST ABOVE REAL ESTATE. THERE BEING NO OTHERS (if none, so state)

MY LIABILITIES OWING AND INCURRED DO NOT EXCEED THE AMOUNT OF

Amount I am worth in Real Estate and Personal Property over Personal property subject to execution and sale. This amount being additional to the real estate above described

THE ABOVE PERSONAL PROPERTY CONSISTS OF THE FOLLOWING

ALL OTHER BONDS ON WHICH I AM SURETY (state character and amount of each bond; if none; so state)

MY SIGNATURE AS SURETY

Subscribed and sworn to before me this date at _____

(Signature)

(Title of official administering oath)

(Date)

OFFICIAL SEAL

CERTIFICATE OF SUFFICIENCY

I HEREBY CERTIFY, that the surety named herein is personally known to me; that, in my judgment, said surety is responsible, and qualified to act as such; and that, to the best of my knowledge and belief, the facts stated by said surety in the foregoing affidavit are true.

NAME (typewritten)

SIGNATURE

OFFICIAL TITLE

ADDRESS

INSTRUCTIONS

1. This form shall be used whenever sureties on bonds to be executed in connection with Government contracts are individual sureties. There shall be no deviation from this form except as authorized by the Department of Property and Procurement.

2. A firm, as such, will not be accepted as a surety, nor a partner for copartners or for a firm of which he is a member. Stockholders of a corporate principal may be accepted as sureties provided their qualifications as such are independent of their stockholdings therein. Sureties, if individuals, shall be citizens of the United States or Resident Aliens who have declared their intention to become United States Citizen.

3. The individual surety shall justify, under oath, in a sum not less than the penalty of the bond, according to the form appearing on the face hereof, before a notary public, or some other officer having authority to administer oaths generally. If the officer has an official seal, it shall be affixed, otherwise the proper certificate as to his official character shall be furnished. Where citizenship is not required, as provided in paragraph 2 of these instructions, the affidavit may be amended accordingly.

4. The certificate of sufficiency shall be signed by an officer of a bank or trust company, under Oath by two persons not related to the surety.

5. By signing this affidavit, the individual surety agrees to assign to the Government of the Virgin Islands as security for performance by the Principal such real and/or personal property as the Government of the Virgin Islands shall designate having a fair market value of three times the bonded amount.

GOVERNMENT OF THE VIRGIN ISLANDS
DEPARTMENT OF PROPERTY AND PROCUREMENT

NON-COLLUSION AFFIDAVIT

————— 0 —————

..... being duly sworn, deposes and says that —

(1) He is [owner, partner, officer, representative, or agent] of

..... the bidder that has submitted that attached bid;

(2) He is duly informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

(3) Such bid is genuine and is not a collusive or sham bid;

(4) Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against The Government of the Virgin Islands or any person interested in the proposed contract; and

(5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature of Affidavit

SUBSCRIBED AND SWORN to before me this....., day of

Notary Public

GOVERNMENT OF
THE VIRGIN ISLANDS OF THE UNITED STATES

CONTRACTOR'S
QUALIFICATION STATEMENT

CONTRACTOR
ADDRESS
DATE
TEL. NUMBER
CEL. NUMBER

1. Introductory letter about the company:

(a) Name of key personnel with experience of each and length of time in company.

(b)

1. How many years experience your company has in providing:

(a) Janitorial Services.....

(b) Landscaping Services.....

2. List the service contracts your organization has under way on this date:

| Contract Amount | Class of Work | Percent Completed | Location | Name of Owner |
|-----------------|---------------|-------------------|----------|---------------|
| | | | | |
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| | | | | |
| | | | | |

3. List contracts your organization has completed in the past three years:

| Contract Amount | Class of Work | Completed | Location | Name of Owner |
|-----------------|---------------|-----------|----------|---------------|
| | | | | |
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| | | | | |
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| | | | | |

4. Have you ever failed to complete any work awarded to you?
If so where and why?
.....
.....
5. Has any officer or partner of your construction ever been an officer or parent of some other organization that failed to complete a construction contract? If so, state name of individual, other organization and reason therefore
.....
.....
6. Has any officer or partner of your organization ever failed to complete a construction contract handled in his own name?
If so, state name of individual, name of Owner and reason therefore
.....
.....
7. In what other lines of business are you financially interested?
.....
.....
.....

8. What is the construction experience of the principal individual of your organization?

| Individual's Name | Present Position or Office | Years of Construction Experience | Magnitude and Type of Work | In what Capacity |
|-------------------|-------------------------------|--|-------------------------------|------------------|
| | | | | |
| | | | | |
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| | | | | |
| | | | | |

9. In what manner have you inspected this proposed work? Explain in detail.

.....

10. Explain your plan or lay out for performing the proposed work.

.....

11. The work, if awarded to you, will have the personal supervision of whom?
-
-
12. Do you intend to do the transportation on the proposed work with your own equipment?
-
-
13. If you intend to sublet the transportation or perform it through an agent, stat estimated amount of sub-contract or agent's contract, and , if known, the name and address of sub-contract or agent, amount and type of his equipment and financial responsibility.
-
-
-
14. Do you intend to do grading and foundation work with your own forces?
- If so, give type of equipment to be used.
-
-
-
15. If you intend to sublet the grading and foundation work or perform it through sub-contract, give the name and address of sub-contractor, if known of his equipment and financial responsibility.
-
-
-
16. Do you intend to sublet any other portion of the work?

17. If so, state amount of sub-contract, and if known, the name and address of the sub-contractor, amount and type of his equipment and financial responsibility.

.....

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.....

18. From which sub-contractors do you expect to require a bond?

.....

.....

19. What equipment do you own that is available for proposed work?

| Quantity | Item | Description, Size, Capacity, Etc. | Condition | Years of Service | Present Location |
|----------|------|--------------------------------------|-----------|---------------------|------------------|
| | | | | | |
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Give Condensed Current Financial Statement

| Condition at Close of Business — | Date | | Dollars | Cents |
|---|--|--|---------|-------|
| ASSETS | | | | |
| 1. Cash (a) on hand \$ | (b) In Bank \$ | | | |
| | (c) Elsewhere \$ | | | |
| | (d) Total Cash \$ | | | |
| 2. Notes receivable (a) Due within 90 days | (b) Due after days | | | |
| | (c) Past due | | | |
| 3. Accounts receivable from completed contracts, exclusive of claims not approved for payment | | | | |
| 4. Sums earned on uncompleted contracts as shown by Engineer's or Architect's estimate | | | | |
| (a) Amount receivable after deducting retainage | | | | |
| (b) Retainage to date due to upon commencement of Contracts | | | | |
| 5. Accounts receivable from source other than commencement of Contracts | | | | |
| 6. Deposits for bids or other guarantees: | | | | |
| (a) Recoverable within days | | | | |
| (b) Recoverable after days | | | | |
| 7. Interest accrued on loan, securities, etc. | | | | |
| 8. Real estate (a) Used for business purposes | (b) Not used for business purposes | | | |
| 9. Stocks and Bonds (a) Listed — present market value | (b) Unlisted — present value | | | |
| 10. Materials in stock not included in Item 4 | | | | |
| (a) For uncompleted controls (present value) | | | | |
| (b) Other materials (present value) | | | | |
| 11. Equipment, book value | | | | |
| 12. Furniture and fixtures, book value | | | | |
| 13. Other assets | | | | |
| TOTAL ASSETS | | | | |
| LIABILITIES | | | | |
| 1. Notes payable (a) To banks regular | (b) To bank for certified checks | | | |
| | (c) To others for equipment obligations | | | |
| | (d) To others exclusive of equipment obligations | | | |
| 2. Accounts payable (a) Not past due | (b) Past due | | | |
| 3. Real Estate encumbrances | | | | |
| 4. Other Liabilities | | | | |
| 5. Reserves | | | | |
| 6. Capital stock paid up (a) Common | (b) Common | | | |
| | (c) Preferred | | | |
| | (d) Preferred | | | |
| 7. Surplus (net worth) Earned \$ | Unearned \$ | | | |
| TOTAL LIABILITIES | | | | |

GIVE CONDENSED CURRENT FINANCIAL STATEMENT Cont.

| CONTINGENT LIABILITIES | | | |
|---|--|--|--|
| 1. Liability on notes receivable, discounted or sold | | | |
| 2. Liability on accounts receivable, pledged, assigned or sold | | | |
| 3. Liability s bondman | | | |
| 4. Liability as guarantor on contracts or on accounts of others | | | |
| 5. Other contingent liabilities | | | |
| TOTAL CONTINGENT LIABILITIES | | | |

include all amounts owing subcontractors for all work in placed and accepted on completed and uncompleted contracts, including retainage.

This is to certify that the information herein reported is to
the best of our knowledge true and accurate.

.....
Name of Company

.....
Print Name

.....
Signature

.....
Telephone Number / Cell Phone Number